

David H. Fromm (DF-9334)
BROWN GAVALAS & FROMM LLP
355 Lexington Avenue
New York, New York 10017
(212)983-8500

Attorneys for Defendant,
CALDWELL MARINE INTERNATIONAL, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
HORNBECK OFFSHORE TRANSPORTATION, LLC

08 CV 0595 (LAK)

Plaintiff,

-against-

**ANSWER TO
VERIFIED
COMPLAINT**

DREDGE 853, her tackle, engines, boilers, etc., in rem;
The Tug RALEIGH C, her tackle, engines, boilers, etc., in
rem; and CALDWELL MARINE INTERNATIONAL,
LLC., in personam,

Defendant.

-----X

Defendant, CALDWELL MARINE INTERNATIONAL, LLC., in personam, by
their attorneys, BROWN GAVALAS & FROMM LLP, as and for their Answer to the
Verified Complaint filed by plaintiff, HORNBECK OFFSHORE TRANSPORTATION,
LLC, alleges, upon information and belief, as follows:

1. Answering defendant lacks sufficient knowledge or information to form a
belief as to the truth of the allegations contained in Paragraph "1" of plaintiff's Verified
Complaint.

2. Answering defendant lacks sufficient knowledge or information to form a
belief as to the truth of the allegations contained in Paragraph "2" of plaintiff's Verified
Complaint.

3. Answering defendant denies all of the allegations contained in Paragraph "3" of plaintiff's Verified Complaint except admits that Caldwell is a limited liability company existing pursuant to the laws of New Jersey.

4. Answering defendant denies all of the allegations contained in Paragraph "4" of plaintiff's Verified Complaint.

5. Answering defendant denies all of the allegations contained in Paragraph "5" of plaintiff's Verified Complaint.

6. Answering defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph "6" of plaintiff's Verified Complaint.

7. Answering defendant denies all of the allegations contained in Paragraph "7" of plaintiff's Verified Complaint.

8. Answering defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph "8" of plaintiff's Verified Complaint.

9. Answering defendant denies all of the allegations contained in Paragraph "9" of plaintiff's Verified Complaint.

10. Answering defendant denies all of the allegations contained in Paragraph "10" of plaintiff's Verified Complaint.

11. Answering defendant denies all of the allegations contained in Paragraph "11" of plaintiff's Verified Complaint.

12. Answering defendant denies all of the allegations contained in Paragraph "12" of plaintiff's Verified Complaint.

13. Answering defendant denies all of the allegations contained in Paragraph "13" of plaintiff's Verified Complaint.

14. Answering defendant lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph "14" of plaintiff's Verified Complaint.

15. Answering defendant denies all of the allegations contained in Paragraph "15" of plaintiff's Verified Complaint.

16. Answering defendant denies all of the allegations contained in Paragraph "16" of plaintiff's Verified Complaint.

17. Answering defendant denies all of the allegations contained in Paragraph "17" of plaintiff's Verified Complaint.

18. Answering defendant denies all of the allegations contained in Paragraph "18" of plaintiff's Verified Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim against answering defendant upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

This action should be dismissed for lack of personal jurisdiction.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

This action should be dismissed because venue is improper.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

This action should be moved for improper venue.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

Any injury or damage suffered by plaintiff was caused in whole or in part due to plaintiff's own negligence and any recovery should be apportioned accordingly.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

All risks and dangers connected with the situation at the time and place mentioned in the Complaint were open, obvious and apparent and were known to and assumed by the plaintiff.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

The injuries alleged, all of which are denied by this answering defendant, were caused by the intervening, interceding and superceding acts of third parties not under the control of this answering defendant, and therefore the damages recovered by the plaintiff, if any, should be diminished or reduced in the proportion to said culpable conduct which caused the damages.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate their damages.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

Answering Defendant claims exoneration from and/or limitation of liability of all claims, damages and destruction done, occasioned, or incurred by any reason as more fully alleged in the Verified Complaint. In the alternative, and without admitting liability, answering defendant claims the benefits and entitlement to the Limitation of Liability Act as set forth in 46 USC § 181, et seq.

WHEREFORE, defendant CALDWELL MARINE INTERNATIONAL, LLC, hereby demands that judgment be entered in their favor and the Verified Complaint be dismissed in its entirety together with costs and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
February 22, 2008

Respectfully Submitted,

/S/

David H. Fromm (DF-9334)
BROWN GAVALAS & FROMM LLP
355 Lexington Avenue
New York, New York 10017
(212)983-8500

Attorneys for Defendant,
Caldwell Marine International, LLC.